

# **FNB Online Banking, Bill Pay, and E-Statement Consumer Agreement and Application**

## **Part 1 – FNB Online Banking Agreement**

### **1. Introduction**

This FNB Online Banking Agreement sets forth the terms and conditions governing the provisions of Internet banking services to you. This FNB Online Banking Agreement describes your and our rights, responsibilities and obligations.

### **2. Definitions**

“Account” means an Eligible Account that you have with Bank.

“Account Agreement”, with respect to each Account, means the terms and conditions, collectively, of this FNB Online Banking Agreement, and (a) for each Deposit Account, the Deposit Account Agreement, including the signature card, the Funds Availability Agreement and the Electronic Fund Transfer Agreement, the Schedule of Fees and Charges, and (b) for each Credit Account, or the Loan Note; all as may be amended from time to time.

“Agreement” means this FNB Online Banking Agreement.

“Application” means the FNB Online Banking application that you submitted to us to enroll our internet banking services.

“Business Day” means Monday through Friday, excluding Saturday, Sunday and Federal holidays. A Bank representative is available to assist you each Business Day between the hours of 8:00 am and 3:30 pm Central Time.

“Credit Account” means an Account that is a loan or line of credit account.

“Deposit Account” means an Account that is a checking, savings, money market or time account.

“Eligible Account” means each type of account offered by Bank that may be accessed or viewed through the FNB Online Banking Service including Checking Accounts, NOW Accounts, Money Market Deposit Accounts, Savings Accounts, Certificate of Deposit, and Loan Account. An account for which two or more signatures are required for withdrawals or loans is not an “Eligible Account”.

“FNB Online Banking” means Bank’s internet banking service that allows you to access account and transaction information on Accounts and transfer funds between Accounts.

“FNB Online Banking” means collectively the internet banking services that the Bank may make available from time to time.

“Password” means each confidential Personal Identification Number selected by you for identification purposes in connection with the use of FNB Online Banking Services.

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“Regulation E” means the Federal Reserve Board regulation governing electronic funds transfers.

“Transfer” means any electronic banking transaction, including a deposit, withdrawal or loan payment made electronically.

“We”, “us” “our” and words of similar import and “Bank” each mean The First National Bank of Allendale.

“You”, “your” or “yours” and words of similar import each mean each consumer customer who has enrolled in Bank’s FNB Online Banking Services and each person authorized by the customer to use the FNB Online Banking Services.

### **3. Setup and Access to FNB Online Banking**

(a) Eligible Accounts. In order to activate your FNB Online Banking, you must have at least one Eligible Account with us. We will provide you with instructions on how to set up the FNB Online Banking.

(b) User Codes and Passwords. Upon enrollment in the FNB Online Banking, we will assign a user code to you and the Password. For security purposes, you will be prompted to change your Password the first time you sign on to the FNB Online Banking. The Bank reserves the right to cancel and/or require you to change your user codes and passwords from time to time for security reasons. You should keep your user codes and passwords in a secure location. Any person having access to your user codes and/or passwords will be able to access the FNB Online Banking and perform all transactions, including reviewing Account information and making transfers to other accounts.

(c) Service Charges. You must also pay the service charges, if any, provided in this Agreement. All charges provided in the applicable Account Agreements continue to apply.

(d) Description of Service. You can use FNB Online Banking to access your Accounts, view Account balances, review recent transactions, transfer money between Deposit Accounts (other than time Accounts) and certain Credit Accounts, order stop payments, and download statement information. You may also communicate with us via e-mail. These activities are limited to the extent noted below and in the agreements governing your various Accounts. Your ability to transfer funds from certain Accounts is limited by federal law and the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. Transfers made using the FNB Online Banking are subject to limitations of all applicable Account Agreements. We will provide you with instructions on how to use the FNB Online Banking.

(e) Availability of Service. FNB Online Banking services are generally accessible 24 hours a day, seven days a week. FNB Online Banking may be inaccessible for a reasonable period of time on a weekly basis for system maintenance. We shall not be

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liable under this Agreement for failure to provide access due to catastrophic system failure at the Bank, or at an Internet provider, or due to other unforeseen acts. Your access to FNB Online Banking shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend or terminate access to the FNB Online Banking at any time and for any reason without notice or refund of previously incurred fees.

(f) **Equipment Requirements.** In order to use the FNB Online Banking, you will need a computer with Internet access and a web browser (supported browsers include Microsoft Internet Explorer version 7.0 or higher, Firefox version 3 or higher, or Safari version 4.0 or higher). We are not responsible for the set-up, support, or hardware needed for you to connect to the Internet. Except as specifically required in this Agreement or by applicable law, you agree that neither we nor any of our service providers shall have any liability whatsoever for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury, whether caused by hardware or software or system wide failure, or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate the FNB Online Banking.

### **4. FNB Online Banking**

(a) **Transfers between Accounts; Preauthorized Transfers; Stop Payments.** You may transfer funds in any amount between \$1.00 and \$99,999.99 (i) between Deposit Accounts (other than time accounts), or (ii) from Deposit Accounts (other than time accounts) to Credit Accounts designated for Transfers in the Application, as provided on screen. When you schedule a Transfer, you authorize us to withdraw funds from your Deposit Account (the “sending Account”) and to deposit funds or make payment to the Account designated to receive the Transfer (the “receiving Account”). Transfers may be scheduled to be made on the Business Day initiated, or at a later date. You may also schedule recurring Transfers of the same amount from the same sending Account to the same receiving Account at regular intervals (such as monthly or weekly). Transfers are made on the Business Day you schedule the Transfer as long as you initiate the Transfer before 3:00 pm Central Time. Transfers initiated after 3:00 pm Central Time, or on a day other than a Business Day, will be made on the next Business Day. We may refuse to act on your instruction if, on the date you schedule the Transfer, sufficient funds are not available in your Deposit Account. You can stop payment of (“delete”) or change (“edit”) any one-time or recurring Transfer requested through the FNB Online Banking before 3:00 pm Central Time on the Business Day before the Business Day that the Transfer is scheduled to be made, as provided on screen after clicking on the “View List of Transfers” link for the Account and, for stop payments, printing the stop payment confirmation and signing and mailing it to The First National Bank of Allendale, P.O. Box 9, Allendale, IL 62410. We may honor your order when made online, but must receive your written confirmation within 14 days. Stop payments for recurring Transfers will stop payment of all future recurring Transfers. All applicable fees, including, without limitation, the stop payment fee, provided in the Account Agreements will apply.

(b) **View and Download Account Information.** You may view Account information. Your Account balance is generally current as of 5:00 pm the previous Business Day, and may

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not include current transactions (such as checks cashed at a teller today). In addition, your Account balance may show funds that have been credited to your Account but that are not yet available for withdrawal or advance. FNB Online Banking displays an "Available Balance" that includes any memo posted transactions that occur throughout the Business Day. A "memo posted transaction" is a temporary credit or debit to your Account that is not yet final and is subject to correction. You may review the history of past transactions on your Accounts over the previous 30 days. You may also download Account information in the following formats: (i) Open Financial Exchange (.ofx - for Microsoft® Money); (ii) Personal Finance (.qif); (iii) Spreadsheet (.csv); (iv) Intuit Quickbooks (.qbo and .iif) and (v) word processing (.txt).

(c) Stop Payments. You may stop payments of checks drawn on Deposit Accounts online by clicking onto the "Enter Stop Payment" link for the Deposit Account, completing the requested information and submitting the stop payment. You must make your stop payment order in time for us to receive and have a reasonable opportunity to act on your request. You must also print the stop payment confirmation and sign and mail it to The First National Bank of Allendale, Bookkeeping Dept., P.O. Box 9, Allendale, IL 62410. We may honor your order when made online, but must receive your written confirmation within 14 days. Stop payments for Transfers are addressed above in Section 4(a).

(d) Electronic Mail. You may send e-mail messages to us. You can use e-mail to contact us about inquiries, maintenance and/or problem resolution issues. E-mail may not be a secure method of communication over the Internet. We recommend you do not send confidential information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen user code or password). In these cases, do not use e-mail. Instead, you may call us during the Business Day at (618) 299-4411. E-mail may not be used to make Transfers or stop payment requests.

(e) FNB Online Banking Service Charge. At the present time, there are no fees or charges associated with the FNB Online Banking Service.

(f) Documentation. Transfers will be described in the regular periodic statement for your Account.

### **5. Your Rights and Responsibilities**

(a) Authorized Use of by Other Persons. You are responsible for keeping your user codes, passwords, and Account data confidential. We are entitled to act on transaction instructions received using your user code and password, and you agree that the use of your user code and password will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your user code or password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your user codes and passwords, and you are responsible for any transactions made by such persons until you notify us that Transfers by that person or instructions regarding

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your Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your user codes and passwords.

(b) Consumer Liability for Unauthorized Transfers from Deposit Account. Please tell us IMMEDIATELY if you believe your user code or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Deposit Account. If you tell us within two Business Days, you can lose no more than \$50 from your Deposit Account if someone used your user code or password without your permission. (If you believe your user code or password has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, you can lose no more than \$50 from your Deposit Account if someone used your user code or password without your permission.)

If you do NOT tell us within two Business Days after you learn of the loss or theft of your user code or password, and we can prove that we could have stopped someone from using your user code or password without your permission if you had told us, you could lose as much as \$500. Also, if your Deposit Account statement shows Transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a Transfer was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

(c) Contact in the Event of Unauthorized Transfer. If you believe your user code and/or password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, write us at The Bank of Allendale, P.O. Box 9, Allendale, IL 62410, or call us during the Business Day at (618) 299-4411. The Account Agreement for your Credit Account governs unauthorized Credit Account Transfers.

(d) In Case of Errors or Questions about Transfers from Your Deposit Account. If you think your Deposit Account statement is wrong or if you need more information about a transfer listed on the Deposit Account statement, write to us at The First National Bank of Allendale, P.O. Box 9, Allendale, IL 62410, or call us during the Business Day at (618) 299-4411 as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST Deposit Account statement on which the problem or error appeared:

- i. Tell us your name and Deposit Account number;
- ii. Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days after we hear from you. We will tell you the results of our investigation within 10 Business Days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or

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question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. The Account Agreement for your Credit Account governs Credit Account errors or problems.

### **6. The Bank's Responsibilities**

(a) Our Responsibility for Processing Transactions. If we do not complete a Transfer to or from your Deposit Account or cancel a Transfer as properly requested on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

(b) Limitations of Our Responsibility for Processing Transactions. There are some exceptions to our liability for processing transactions on your Deposit Accounts. We will not be liable:

- if, through no fault of ours, you do not have enough money in your Deposit Account to make the Transfer;
- if the funds in your Deposit Account were unavailable because of legal restrictions affecting your Deposit Account;
- if the systems were not working properly and you knew about the breakdown when you started the Transfer;
- if you have not properly followed the instructions for using our FNB Online Banking;
- if circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the Transfer, despite reasonable precautions that we have taken; or
- if your operating system or software was not properly installed or functioning properly.

There may be other exceptions to our liability stated in our agreement with you.

Our sole responsibility for an error in a Transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

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## **7. Things for Which We Will Not Be Responsible and Further Limitations on Our Liability**

We will not be responsible for the following matters, or for errors or failures of our FNB Online Banking Service as a result of any of the following.

(a) Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our FNB Online Banking Service due to a system failure or due to other unforeseen acts or circumstances.

(b) Your Computer Equipment and Your Financial Management Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our FNB Online Banking. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the FNB Online Banking.

(c) Warranty Limitations; Warranties of Fitness and Merchantability. The bank makes no warranty, express or implied, to you concerning FNB Online Banking including, but not limited to, any warranty of merchantability or fitness for particular purpose or non-infringement of third-party rights, unless disclaiming such warranty is prohibited by law.

## **8. Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us written permission.

## **9. Changes in Terms and Other Amendments**

You agree to be bound by any amendments or modifications to this Agreement after notice has been sent to you by regular mail and/or electronic mail at your last known address contained in our records, which may include your e-mail address, or upon our posting of such notice in the lobby of our branch offices. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change.

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## **10. Termination.**

You are responsible for complying with all the terms of this Agreement and with the terms of the Account Agreement governing the Accounts which you access using FNB Online Banking. We can terminate your FNB Online Banking under this Agreement for any reason at any time without notice to you, including, without limitation, if you do not pay any required fee when due, if you do not comply with this Agreement or any Account Agreements, or if any Account or other account you have with us is not maintained in good standing. You may terminate your FNB Online Banking with 30 days' prior notice to us by e-mail or writing us at The First National Bank of Allendale, P.O. Box 9, Allendale, IL 62410 or calling us during the Business Day at (618)299-4411. This cancellation applies only to your FNB Online Banking Service and does not terminate your other relationships with us. Service charges will not be refunded upon termination.

## **11. Ownership of Web Site**

The content, information and offers on our web site is copyrighted by The First National Bank of Allendale and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

## **12. Scope of Agreement**

This Agreement represents our complete agreement with you relating to our provision of the FNB Online Banking. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement.

## **Part 2 – Bill Pay Agreement**

1. This Agreement sets forth the terms and conditions governing the provisions of the internet bill paying service currently known as Bill Pay.
2. I understand that I will have the ability to pay my bills and make other payments through the Bill Pay service.
3. With this service I can initiate and authorize payments from my designated checking account to my designated payees. I may also request copies of paid checks and place stops on the processed payments through Bill Pay.
4. I understand that this service is offered to me free of charge.
5. I authorize The First National Bank of Allendale to post payment transactions generated through Bill Pay to the account I have indicated. I understand that a bill pay must be received by 12:00 pm Central time to be considered for today's processing.
6. I understand that payments may take up to 10 days to reach the vendor and they will be sent either electronically or by check.

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7. The First National Bank of Allendale will not be held liable for any service fee or late charges levied against me, unless they are found to be at fault.
8. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that prevent the withdrawal of funds from my account.
9. I understand that I am in full control of my account. If at any time I decide to have this bill paying service discontinued, I will provide written notification to The First National Bank of Allendale.
10. My use of Bill Pay Internet Bill Paying signifies that I have read and accepted the terms and conditions of Bill Pay and FNB Online Banking.
11. I understand that The First National Bank of Allendale may terminate my use of Bill payment in whole or in part, at any time without prior notice, except as otherwise required by law. Termination will not affect my liability for obligations under this agreement occurring prior to the date of termination.

### **Part 3 – E-Statements**

1. This Agreement is made between you and the bank and provides your request and consent to receive statements and notices for your demand deposit account(s) by electronic delivery. These electronic statements and notices are called “eDocs”.
2. By enrolling for eDocs, you are electing to receive your statement by email. Once enrolled, you will receive your next statement by U.S. mail AND by email; from then on, you will only receive your statement by email. Although you are opting out from receiving your statement(s)/notice(s) by U.S. mail, you have the option to receive a paper statement, at any time, by request.
3. There are currently no service charges for the use of eDocs. However, you agree that the Bank has the right to institute or change the fees for eDocs upon 10 days prior written notice to you. In addition, the Bank has the right to amend these terms and conditions from time to time providing you with written notice of the amended terms and conditions.
4. You agree to waive and release any claims against the Bank arising out of or that may in any way be related to the use of eDocs, except for those claims resulting solely from the negligent acts or omissions of the Bank. You agree that you are solely responsible for any loss due to use of eDocs by you, any authorized user, or any unauthorized user or recipient who gains access to Docs through your computer or information obtained directly or indirectly from you.
5. You must be a Bank customer to enroll for eDocs and have at least one Bank demand deposit account. Adobe Acrobat Reader version 6.0 or higher is required to open and view your statement(s)/notice(s). To download the latest version of Adobe

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Acrobat Reader, visit [www.adobe.com](http://www.adobe.com). We also recommend that you use the latest browser version available that supports 128 bit SSL Encryption.

6. You will need email access with at least 1MB of free space to receive your statement(s)/notice(s). Your statement(s)/notice(s) will be sent to the email address that's on file with the FNB Online Banking. It is your responsibility to keep your email address updated on FNB Online Banking. You have the option to have your statement(s)/notice(s) emailed to one additional recipient. It is your responsibility to maintain the ID, password, and email addresses for these additional recipients.
7. With eDocs, you receive next day delivery of your statement(s)/notice(s). The delivery method used is a 'Push' method meaning your statement(s)/notice(s) are emailed to you as a secure .pdf attachment.
8. Statement(s)/notice(s) are sent as a "shell" .pdf without customer data. Once the user logs into eDocs, the ID and password are authenticated and the data fills the PDF document. The data included in the statement(s)/notice(s) is streamed via a secure 128-bit SSL encryption.
9. Your FNB Online ID and password are your keys to eDocs. It takes both identification keys to gain access. No one representing the Bank will ask for your password. You should never give your password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account.
10. Statement(s)/Notice(s) can be printed or saved to a file on your computer for easy storage. The past two months' statement(s)/notice(s) will be available on FNB Online Banking for your convenience. You have the option to receive check images with your electronic statement.

# APPLICATION

for

## ONLINE BANKING, BILL PAY PLUS, E-Statements

Account Title (Name) \_\_\_\_\_

Email Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

**FNB Online Banking & Bill Pay Plus**

**E-Statements**

By signing below, the undersigned request(s) the above described service(s) and agree(s) to the terms and conditions governing the service(s), including any fees or charges. The undersigned acknowledge(s) receipt of a copy of the **FNB Online Banking, Bill Pay Plus, and E-Statement Consumer Agreement**. This request shall remain in full force and effect until revoked in writing.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X

\_\_\_\_\_  
Customer Signature

X

\_\_\_\_\_  
Customer Signature



With Banking Offices in Allendale, Mt. Carmel, and West Salem, Illinois